

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM307186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMENDIA, INC.		04/04/2014	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	JP Morgan Chase Bank NA		
Street Address:	221 West 6th Street		
Internal Address:	2nd Floor		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4277932	AMENDIA	
Registration Number:	4040877	A	
Registration Number:	4073005	THE ELEMENTS OF HEALING	
Registration Number:	4305880	GRIP QUICK	
Registration Number:	4197853	SAVANNAH	
Registration Number:	4252898	SPARTAN	
Registration Number:	4307723	DIAMOND	
Registration Number:	4244851	ZEUS	
Registration Number:	4219589	CAVIMEND	
Registration Number:	3804210	V	
Registration Number:	3860647	VC	
Registration Number:	4305630	VENUS	
Serial Number:	85830148	VERTEMEND	
Serial Number:	85535612	PHENIX	
Serial Number:	85699327	OSTEOMEND	
Serial Number:	85827889	RENEW	
Serial Number:	85933087	HYPERLORDOTIC LLIF 28	
Serial Number:	86134577	ISOTOPE	

CH \$465.00 4277932

CORRESPONDENCE DATA**Fax Number:** 7132233717

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7132261200**Email:** rljackson@lockelord.com**Correspondent Name:** LOCKE LORD LLP**Address Line 1:** 600 TRAVIS**Address Line 2:** SUITE 2800**Address Line 4:** HOUSTON, TEXAS 77002-3095

ATTORNEY DOCKET NUMBER:	0050100-03169
NAME OF SUBMITTER:	Robert Jackson
SIGNATURE:	/ROBERT JACKSON/
DATE SIGNED:	06/10/2014

Total Attachments: 10

source=Amendia Patent and Trademark Security Agreement (Borrower)#page1.tif
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of April 4, 2014, is by and between AMENDIA, INC., a Georgia corporation ("Grantor"), whose address is 1755 West Oak Parkway, Marietta, Georgia 30062, Attention: Jeff Smith, President & CEO, and JPMORGAN CHASE BANK, N.A., a national banking association, whose address is 221 West 6th Street, 2nd Floor, Austin, Texas 78701, Attention: Manager/Commercial Banking Group, in its capacity as Administrative Agent (in such capacity, the "Administrative Agent"), under the Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") of even date herewith, by and among Administrative Agent, Grantor, the other Loan Parties now or hereafter party thereto, and each of the Lenders now or hereafter party thereto (individually, a "Lender" and, collectively, the "Lenders").

WHEREAS, Grantor, the other Loan Parties now or hereafter a party thereto, Administrative Agent and Lenders have entered into the Credit Agreement;

WHEREAS, Grantor, the other Loan Parties now or hereafter a party thereto which are domestic Subsidiaries of Borrower and Administrative Agent have entered into a Pledge and Security Agreement of even date herewith (said Pledge and Security Agreement, as the same may be hereafter amended, restated, modified, supplemented and in effect from time to time, is herein called the "General Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein; and

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Grantor does hereby grant to Administrative Agent, for the benefit and on behalf of Administrative Agent, Lenders and other holders of any Secured Obligations, a continuing security interest in all of the following (all of the following being herein collectively referred to as the "Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations:

(a) all of Grantor's right, title, and interest in and to the following (collectively the "Patents"): (i) all patents and patent applications (including, without limitation, each patents and patent applications listed on Schedule 1 attached hereto), (ii) all inventions and improvements described and claimed therein, (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof, (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past, present and future infringements thereof, (v) all rights to sue for past, present, and future infringements thereof,

including, without limitation, the right to settle suits involving claims and demands for royalties owing, and (vi) all rights corresponding to any of the foregoing throughout the world;

(b) all of Grantor's right, title, and interest in and to the following (collectively the "Trademarks"): (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each Trademark listed on Schedule 2 attached hereto), (ii) all renewals of the foregoing; (iii) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world;

(c) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(d) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(e) all products and proceeds of any of the foregoing; and

(f) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing.

2. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Administrative Agent, for the benefit and on behalf of Administrative Agent, Lenders and any other holders of any Secured Obligations, pursuant to the General Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the General Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the General Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 and Schedule 2 are incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS AND OTHER APPLICABLE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS.** This Agreement

shall be binding upon Grantor, and the trustees, receivers, successors and assigns of Grantor, including all successors in interest of Grantor in and to all or any part of the Collateral, and shall benefit Administrative Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, Grantor and Administrative Agent have caused this Agreement to be duly executed by their respective officers thereunto as of the effective date first set forth above.

"Grantor"

AMENDIA, INC.,
a Georgia corporation

By:



Tim B. Lusby, President

"Administrative Agent"

JPMORGAN CHASE BANK, N.A.,
a national banking association, as Administrative Agent

By: _____

Name: _____

Title: _____

Attachment:

Schedule 1 - Patents

Schedule 2 - Trademarks

[SIGNATURE PAGE(S) TO PATENT AND TRADEMARK SECURITY AGREEMENT]

AUS:0050100/03169:535608v1

TRADEMARK
REEL: 005299 FRAME: 0887

IN WITNESS WHEREOF, Grantor and Administrative Agent have caused this Agreement to be duly executed by their respective officers thereunto as of the effective date first set forth above.

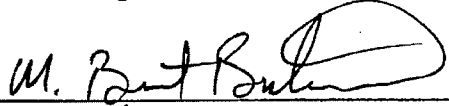
"Grantor"

AMENDIA, INC.,
a Georgia corporation

By: _____
Tim B. Lusby, President

"Administrative Agent"

JPMORGAN CHASE BANK, N.A.,
a national banking association, as Administrative Agent

By: 
Name: M. BRENT BENTINO
Title: VICE PRESIDENT & SENIOR BANKER

Attachment:

Schedule 1 - Patents

Schedule 2 - Trademarks

[SIGNATURE PAGE(S) TO PATENT AND TRADEMARK SECURITY AGREEMENT]
AUS:0050100/03169:535608v1

TRADEMARK
REEL: 005299 FRAME: 0888

**SCHEDULE 1 TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

(See attached Patent listing of Amendia, Inc.)

Schedule 1

AUS:0050100/03169:535608v1

**TRADEMARK
REEL: 005299 FRAME: 0889**



United States Patent and Trademark Office

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Assignments on the Web > Patent Query**Patent Assignee Summary**

**NOTE: Results display only for issued patents and published applications.
For pending or abandoned applications please consult USPTO staff.**

Search Criteria: Assignee Name = AMENDIA**Total: 19**

APPL#	PAT#	NAME
13767055	8679189	AMENDIA INC.
10607023	6960249	US20040003757 AMENDIA, INC.
11129029	7976874	US20050271740 AMENDIA, INC.
13303944	8414654	AMENDIA, INC.
12791899	8496693	US20100241174 AMENDIA, INC.
13294544	8496709	US20120059480 AMENDIA, INC.
13303811	8535388	US20130131825 AMENDIA, INC.
29333227	D616546	AMENDIA, INC.
12268402	NONE	US20100121383 AMENDIA, INC.
12338659	NONE	US20100159022 AMENDIA, INC.
12398111	NONE	US20100228296 AMENDIA, INC.
12826665	NONE	US20110319893 AMENDIA, INC.
12957965	NONE	US20120143260 AMENDIA, INC.
13028310	NONE	US20110230965 AMENDIA, INC.
13215503	NONE	US20130053963 AMENDIA, INC.
13225708	NONE	US20130060336 AMENDIA, INC.
13336871	NONE	US20130165976 AMENDIA, INC.
13430802	NONE	US20120253353 AMENDIA, INC.
13546430	NONE	US20130018471 AMENDIA, INC.

Search Results as of: 03/26/2014 04:18 PM

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Web interface last modified: Jul 8, 2013 v.2.3.4

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**SCHEDULE 2 TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

(See attached Trademark listing of Amendia, Inc.)

Amendia Trademarks

Mark	File Date	Serial No.	Reg. No.	Reg. Date	Status
AMENDIA	9/22/2010	85135485	4277932	1/22/2013	5-6 year Dec 8 due 01/22/2018-2019
A	11/10/2010	85173161	4040877	10/18/2011	5-6 year Dec 8 due 10/18/2016-2017
The Elements of Healing	11/10/2010	85173165	4073005	12/20/2011	5-6 year Dec 8 due 12/20/2016-2017
Grip Quick	6/7/2011	85339636	4305880	3/19/2013	5-6 year Dec 8 due 03/19/2018-2019
SAVANNAH	1/10/2012	85513084	4197853	8/28/2012	5-6 year Dec 8 due 08/28/2017-2018
SPARTAN	1/10/2012	85513118	4252898	12/4/2012	5-6 year Dec 8 due 12/04/2017-2018
DIAMOND	2/7/2012	85535592	4307723	3/26/2013	5-6 year Dec 8 due 03/26/2018-2019
ZEUS	2/9/2012	85537827	4244851	11/20/2012	5-6 year Dec 8 due 11/20/2017-2018
CAVIMEND	2/24/2012	85551780	4219589	10/2/2012	5-6 year Dec 8 due 10/02/2017-2018
V	2/17/2009	77672441	3804210	6/15/2010	5-6 year Dec 8 due 06/15/2015-2016
VC	3/9/2010	77954589	3860647	10/12/2012	5-6 year Dec 8 due 10/12/2017-2018
VENUS	9/3/2010	85123147	4305630	3/19/2013	5-6 year Dec 8 due 03/19/2018-2019
VERTEMEND	1/23/2013	85830148			Allowance 08/06/2013 6 months SOU or e
PHENIX	2/7/2012	85535612			04/29/2013 suspended
OSTEOMEND	8/9/2012	85699327			publication 3/4/14
RENEW	1/21/2013	85827889			12/16/2013 final office action
Hyperlordotic LLIF 28	5/15/2013	85933087			09/03/2013 non final action response due
ISO TOPE	12/4/2013	86134577			03/17/14 office action

Response Due Owner

1/22/2018	amendia	
10/18/2016	amendia	
12/20/2016	amendia	
3/19/2018	amendia	
8/28/2017	amendia	
12/4/2017	amendia	
3/26/2018	amendia	
11/20/2017	amendia	
10/2/2017	amendia	
6/15/2015	amendia	
10/12/2017	amendia	
3/19/2018	amendia	
8/6/2014	amendia	1st extension granted 2/5/14
	amendia	
	amendia	allowance 5/4/14 possible/then sou or ext within 6 months
6/16/2014	amendia	response or appeal needed
3/3/2014	amendia	disclaimer/explanation
9/17/2014	amendia	name significance